2006-2007 MASTER AGREEMENT

BETWEEN THE

NORTH IOWA COMMUNITY SCHOOL DISTRICT

AND THE

NORTH IOWA EDUCATION ASSOCIATION/ISEA

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ARTICLE 1: PREAMBLE

The Board of Directors of the North Iowa Community School District and the North Iowa Education Association hereby agree as follows:

ARTICLE 2: RECOGNITION

2.01 - Unit

The Board of Education of the North Iowa Community School District hereby recognizes the North Iowa Education Association as the sole and exclusive negotiating agent of all full or part-time regularly employed certified personnel as set forth in PERB certification instrument issued in Case No. 5564 on December 2, 1996. The unit described in the above certification is as follows:

INCLUDED: All professional employees of the district including classroom teachers, librarians, counselors, federal program instructors, and school nurse.

EXCLUDED: The Superintendent, principals, all nonprofessional employees and all others excluded by the Act.

2.02 - Definitions

- A. The term "Board", as used in this Agreement, shall mean the Board of Education of the North Iowa Community School District or its duly authorized representatives.
- B. The term "employees", as used in this Agreement, shall mean all professional employees represented by this Association in the bargaining unit as certified by the Public Employment Relations Board.
- C. The term "Association", as used in this Agreement, shall mean the North Iowa Education Association or its duly authorized representatives or agents.
- D. The term "Superintendent", as used in this Agreement, shall mean the Superintendent or his or her designee.
- E. The term "days" will mean calendar days unless specified otherwise.

ARTICLE 3: GRIEVANCE PROCEDURE

- 3.01 A grievance shall be a claim by an employee or the Association that there has been an alleged violation, misinterpretation, or misapplication of any specific provision of this Agreement.
- 3.02 A. All grievances must be presented within twenty (20) working days of the date of occurrence of the event which caused the grievance. The failure of an employee or the Association to act on any grievance within the prescribed time limits will act as a bar to any future appeal. Time limits may be extended by mutual agreement.
 - B. An administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The failure of an employee or the Association to act on any grievance within the prescribed time limits will act as a bar to any further appeal.
 - C. If a grievance is filed or arises so late in the school year that there is not time for it to be processed by the end of that school year, and if irreparable harm to one of the parties should result if the grievance should be left unresolved until the beginning of the following school year, the time limits set forth in this Agreement shall be reduced so that the grievance procedure may be completed prior to the end of the school year or within a maximum of thirty (30) days thereafter.
 - D. Association grievances shall commence at the third step of these procedures.
 - E. A grievant may be represented at all pre-arbitration stages of the grievance procedure by himself/herself or, at his/her option, by an Association representative selected by the Association. If a grievant is not represented by the Association, the Association shall have the right to be present and to state its views at all steps of the grievance procedure.

3.03 A. First Step:

An attempt shall be made to resolve any grievance in informal, verbal discussion between complainant, the Association, and his/her principal.

B. Second Step:

If a grievance is not resolved informally, the aggrieved employee shall file the grievance in writing with the building principal within twenty (20) working days after the informal conference with the building principal. The written grievance shall state the nature of the grievance, shall specify the specific article(s) of this Agreement which have been violated, misinterpreted, or misapplied; and shall state the remedy requested.

Within ten (10) working days after the grievance has been filed with the principal, the aggrieved employee, the Association representative, and the principal shall meet to discuss and attempt to resolve the alleged grievance.

The principal shall communicate in writing his/her decision to the aggrieved employee, the Association representative, and the Superintendent within ten (10) working days following the meeting.

C. Third Step:

If the grievance has not been satisfactorily resolved at the second step, the aggrieved may refer the grievance to the Superintendent within ten (10) working days of the same written decision. Within ten (10) working days after the written grievance is referred the aggrieved, the Association, and the Superintendent shall meet in an attempt to resolve the grievance. The Superintendent shall file an answer within ten (10) working days of the meeting and communicate it in writing to the employee, the principal, and the Association. Association grievances shall be initially filed by the Association in this step.

D. Fourth Step:

If the grievance is not resolved satisfactorily at Step Three, there shall be available a fourth step of binding arbitration. The Association may submit, in writing, a request on behalf of the Association and the grievant to the Superintendent within thirty (30) days from receipt of the Step Three answer to enter into such arbitration. The arbitration proceedings shall be conducted by an arbitrator to be selected by the two parties within ten (10) days after said notice is given. If the two parties fail to reach agreement on an arbitrator within ten (10) days, the Iowa Public Employment Relations Board will be requested to provide a panel of seven (7) arbitrators. Each of the two parties will alternately strike one name at a time from the panel until only one (1) name remains.

The arbitrator's decision shall be in writing and shall set forth his findings of fact along with his/her reasoning and conclusions on the issues submitted. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.

The arbitrator, in his/her opinion, shall not amend, modify, nullify, ignore, or add to the provisions of this Agreement. His/Her authority shall be strictly limited to deciding only the issue or issues presented to him/her in writing by the School District and the Association and his/her decision shall be based upon his/her interpretation of the relevant language of the Agreement.

The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and all other costs shall be borne equally by the school district and the Association. Any other expenses incurred shall be paid by the party incurring them.

- 3.04 All meetings and hearings under this procedure shall be conducted in private and shall include only witnesses, the parties in interest, and their designated or selected representatives, heretofore referred to in this Article.
- 3.05 The number of days indicated at each level for processing the grievance shall be considered as a maximum and every effort shall be made to expedite the process. The time limits may be extended by mutual agreement.
- 3.06 A formal grievance form as set forth in Schedule A shall be available from each Association building representative. This form shall be signed by the grievant or the Association representative.
- 3.07 All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

ARTICLE 4: DUES DEDUCTION

- 4.01 <u>Authorization</u>: Any employee who is a member of the Association may sign and deliver to the Board prior to September 10, a written signed assignment authorizing payroll deduction of professional dues, which shall be defined as ISEA unified dues, which shall remain constant for the contract year. The form of the assignment shall be as set forth in Schedule B.
- 4.02 <u>Regular Deduction</u>: Pursuant to such authorization, the Board shall deduct one-twelfth of the total dues from the regular salary check of the employee each month for twelve (12) months beginning with the September paycheck.
- 4.03 <u>Prorated Deduction</u>: Employees who begin dues deduction after September shall have the total dues prorated on the basis of the remaining months of employment through August.
- 4.04 <u>Duration</u>: Dues deduction shall be terminated for the following reason:

After a thirty (30) day notice to both parties.

- 4.05 <u>Transmission of Dues:</u> Association shall furnish to the Board's secretary no later than September 10 of each year a list of all members for whom dues are to be deducted together with the amounts of dues to be deducted. The Board shall transmit to the Association the total monthly deduction for professional dues within ten (10) school days following each regular period based upon the listing. Any changes in the personnel or amounts to be deducted shall be furnished by the Association to the Board secretary at least thirty (30) days prior to such change.
- 4.06 <u>Indemnification</u>: The Association agrees to indemnify and hold harmless the Board, each individual member thereof, and all administrative personnel against any and all claims, costs, suits or liability including court costs and attorney fees incurred as a result of the application of the provisions of this Agreement pertaining to dues deduction.
- 4.07 Other Deductions: Upon appropriate written authority from an employee, the Board will deduct from the employee's monthly salary designated deductions for a tax sheltered annuity, health care expense account and dependant care and make remittance thereof to the employee's insurance carrier.

ARTICLE 5: WAGES AND SALARIES

5.01 - <u>Schedule:</u> The salary of each employee covered by the regular salary schedule is set forth in Schedule C attached hereto and made a part thereof.

5.02 - Placement on Salary Schedule:

- A. <u>Adjustment to Salary Schedule:</u> Each employee shall be placed on the proper step of the salary schedule as of the effective date of this Agreement and in accordance with paragraph B. below. Any employee hired prior to the commencement of the second semester of any school year shall be given full credit for one (1) year of service toward the next increment step for the following year.
- B. <u>Credit for Experience</u>: Each new employee hereafter hired shall upon initial employment in the District be given credit on the employee's salary schedule for previous outside teaching experience in a duly accredited school up to a maximum of ten (10) years. A specialty employee may be granted up to two years experience for employment in their field in an area other than teaching.
- C. <u>Returning to the District</u>: Any employee with previous teaching experience in the North Iowa Community School District shall upon returning to the system receive full credit on the salary schedule for outside teaching experience in an accredited school up to the maximum set forth in subparagraph B. above. Such employees who have not been engaged in accredited teaching activities shall, upon returning to the system, be restored to the next Step on the salary schedule above that at which they left.

5.03 - Advancement on Salary Schedule

- A. <u>Increments:</u> Employees on the regular salary schedule shall be granted one (1) increment or vertical step on the schedule for each year of service until the maximum for their educational classification is reached. A year of service consists of employment in the North Iowa Community School District for ninety-one (91) or more consecutive teaching days in one (1) school year or a full semester.
- B. <u>Educational Lanes</u>: Employees on a regular salary schedule who move from one educational lane to a higher educational lane shall move to the corresponding eligible step in the higher lane. For an employee to advance from one educational lane to another, the employee shall file suitable evidence of additional educational credit, which shall be for graduate credit hours in an area in which the employee is certificated, with the Superintendent no later than thirty (30) days after the beginning of the first semester and pay adjustments shall be retroactive to the beginning of the same semester. Employees who have advanced to a higher educational lane prior to September 1990 by using continuing education hours or certificate renewal hours shall be permitted to continue to use said hours for placement in their respective lane.

5.04 - Method of Payment

- A. <u>Pay Periods:</u> Each employee shall be paid in twelve (12) installments on the 20th of each month. Employees shall receive their checks at their regular building and on regular school days unless otherwise designated by the teacher.
- B. Exceptions: When a payday falls on or during a school holiday, vacation, or weekend, paychecks will be issued on the last previous working day.

Employees who are new in the District may at their option elect to receive up to fifty percent (50%) of the first salary installment after completion of the first ten (10) workdays of employment. The balance of the first salary installment and all remaining salary installments shall be paid on the regular periods herein above set forth. Full-time continuing employees may upon written request to the Superintendent receive an advance of two hundred dollars (\$200.00) against their first month's salary: continuing employees who are less than full-time may upon written request to the Superintendent receive an advance of one hundred dollars (\$100.00) against their first month's salary.

C. <u>Summer Checks</u>: Summer checks, other than for summer school teachers, will be mailed to the address designated by the employee or held for the employee at the employee's option.

5.05 - Extended Contract Rate:

- A. <u>Number of Days:</u> The salary schedule is based upon the regular school calendar and the normal teaching load as set forth in this Agreement. Any employee whose assignment exceeds the regular employee work year which for the term of this Contract is defined as one hundred eighty-six (186) days, will be additionally compensated at the rate of 1/186th of the individual's instructional salary per day.
- B. Extra Work Days: Part-time employees will be paid per diem compensation on days when asked to attend for more than their contracted percentage. These days shall include, but not be limited to workshop or in-service days both before and after school begins and parent-teacher conference. Employees will be compensated only for the extra time beyond their contract percentage, based on their teaching contract.

5.06 - Career Increment:

An employee who reaches the highest incremental step (maximum salary) on his/her training lane shall receive an annual accumulative longevity payment fixed on one-half of the vertical increment, plus twenty-five (25) dollars, which shall begin with the second year on the highest incremental step (maximum salary).

ARTICLE 6: SUPPLEMENTAL PAY

- 6.01 Rates of Pay for Extra-curricular Activities: Employee participation in extra-curricular activities which extend beyond the regularly scheduled in-school day shall be compensated according to the rate of pay stipulated in Schedule D attached hereto and made a part hereof. Employees who volunteer to work one event from Schedule D will be paid with a season pass to all regular season sporting events. A sign-up list will be provided at the beginning of the school year for employees who wish to participate.
- 6.02 Expenses of Traveling Employees: Employees who are assigned to more than one school shall be provided a vehicle for transportation. If such transportation is unavailable and the employee is required to use his or her own vehicle, the employee shall be reimbursed for such use at the rate of \$.21 per mile.

6.03 - Other Extra Duty:

A. Extra duty assignments will be voluntary. Employees shall be provided with a schedule of extra duties anticipated for the 2006-2007 school year.

ARTICLE 7: EMPLOYEE HOURS OF WORK

- 7.01 Workday/Length of Day: The basic teacher's workday shall normally consist of eight (8) hours which shall include a duty-free lunch period as provided under Section 7.05 of this Article.
- 7.02 Workday/Arrival and Dismissal Time: At the beginning of each school year an employee will designate their arrival and departure times. Employees will adhere to their times for the duration of the current school year. A starting time of 7:30 will allow the employee to leave directly following the departure of the route buses. Employees reporting for duty at 7:45 will be permitted to leave at 3:45 and 8:00 employees at 4:00. On days the employees must attend a morning meeting before the commencement of the school day, employees may leave school following the departure of route buses. On Fridays and days proceeding a holiday or vacation, employees may leave directly following the departure of route buses. Employees attending an after school meeting out of town will be allowed to leave as soon as their student contact hours are completed.
- 7.03 Workday/Emergency Closing Days: On regular contract days when, because of weather or other emergency closing, students are not required to be in attendance, the employees shall not be required to be present. If students are dismissed early for such reason, employees shall not be required to stay longer than twenty (20) minutes after dismissal time. "EXCEPTION: On days when school is dismissed early due to high temperatures employees will complete their contracted work day."

7.04 - Meetings:

- A. Employees may be required to remain after the end of the regular workday without additional compensation for the purpose of attending faculty or other professional meetings. Such meetings should last no later than 4:30 p.m. After-school meetings shall not be called on Friday or on any day immediately proceeding a holiday or vacation, except only in the case of an emergency as determined by the Superintendent or his/her designee.
- B. Employees may be required to arrive before the commencement of the regular workday without additional compensation for the purpose of attending faculty or other professional meetings. Such meetings should not be commenced before 7 a.m. except in case of emergency and should end no later than ten (10) minutes before commencement of the first class.
- C. A total of no more than three (3) meetings each month may be called either before or after the regularly scheduled arrival or dismissal time set forth in paragraph 7.02. Additional meetings may be held with the approval of the Association president or the Association building representative.
- 7.05 <u>Lunch Periods</u>: Employees shall have a daily duty-free lunch period of at least thirty (30) consecutive minutes.
- 7.06 <u>Parent/Teacher Conference Time</u>: On the Friday following Parent/Teacher Conferences, schools will be dismissed and teachers shall be released two (2) hours early.

ARTICLE 8: INSURANCE

8.01 - Types: The Board agrees to provide employees the following full-paid insurance protection:

A. Health Insurance:

The district will pay an amount equal to the single premium rate for a \$750 deductible health insurance plan on behalf of each employee toward District health insurance coverage. Each employee will have the choice of selecting a \$200, \$500, or \$750 deductible plan and each employee will also have the choice of selecting single or family plan coverage for any of these policies. The Board will consult with the NIEA prior to changing carriers.

In addition, the District will pay one hundred (100) dollars per month to whichever choice of the following two options the employee selects, (1) applied toward the cost of the family health insurance premium, or (2) to be paid to the tax sheltered annuity of the employee's choice.

When both spouses are employed by the District and select a family insurance plan, the District will pay an amount equal to two (2) single contribution rates plus a total of \$200 if option number one (1) is selected from paragraph three (3) of this section. If this final amount then exceeds the total cost of their selected policy coverage, the District will pay the excess to a tax-sheltered annuity of the employee's choice.

"All employees new to the district following the 2005-2006 school year who are employed for less than 1.0 full time equivalency shall have their benefits (insurance and leaves other than sick leave) prorated to equal their FTE. No employee shall receive less than fifty (50) percent of their benefits regardless of their FTE."

- B. <u>School Liability</u>: All employees shall be covered by a school-financed liability insurance covering job-related performance of duties. Employees required to use personal automobiles in their assigned duties shall be covered by Board-paid auto liability insurance.
- C. Worker's Compensation: Each employee shall be covered by worker's compensation fully paid for by the Board.
- D. Long Term Disability: Each employee shall be covered by a long term disability insurance program. An employee can not collect sick leave pay once their disability insurance payments have started.
- 8.02 Coverage: The Board-provided insurance programs shall be for twelve (12) consecutive months subject to federal and state regulations. Employees new to the District shall be covered by Board provided insurances commencing on the first workday of that school year, as set in the adopted school calendar. Employees hired during the school year will be provided coverage upon request by the employee. Employees terminating their employment in the district at the end of the school year shall be covered by Board-provided insurance through September 30 following the date of their end-of-the-year termination.

8.03 - <u>Description</u>

The Board will provide each new employee a description of the insurance coverage provided under the terms of this Agreement within ten (10) days of the beginning of the school year or date of employment, which shall include a clear description of conditions and limits of coverage as provided above. The Board will be responsible for providing insurance information in the form of applications and enrollment opportunities.

8.04 - Continuation

In the event that an employee absent because of illness or injury, has exhausted sick leave accrual, the above-mentioned benefits shall continue throughout the balance of the school year. Employees on paid leave shall continue to have Board contributions made according to the level described above. Employees on non-paid leave for one (1) month or longer shall have the option to continue any or all of the Board-paid programs by paying the premium themselves to the Board on or before the billing date.

8.05 - Section 125 Plan

The district will provide a Section 125 Plan allowing employees to choose to direct wages toward benefits to be paid on a pre-tax basis subject to the terms of the Plan. This Plan will allow an employee to direct wages to pay for unpaid District health insurance premiums, a medical reimbursement account for certain allowed medical expenses not reimbursed by health insurance or a dependent care reimbursement account. The employee shall be responsible for the monthly processing fee for participation in either the medical expense reimbursement and/or the dependent care reimbursement account.

ARTICLE 9: SICK LEAVE

9.01 - Sick Leave

A. <u>Accumulative Benefits:</u> All employees covered by the term of the Agreement shall be entitled to sick leave for personal illness, medically related disabilities, or injury with full pay on the following basis (part-time employees shall be entitled to benefits on a pro rata basis in accordance with their employment):

1st and subsequent years of employment in the District------15 days

Unused sick leave shall be accumulated from year to year with a maximum accumulation of ninety (90) days.

An employee with ninety (90) accumulated days shall in addition be entitled to up to fifteen (15) days of annual sick leave, however, any unused annual days shall not increase the employee's total accumulation of ninety (90).

- B. <u>Notification of Accumulation:</u> Employees will be furnished an accounting of accumulated sick leave days within a reasonable time following written request to the Superintendent therefore.
- C. In the event of a foreseeable need for the use of sick leave by an employee, the employee shall notify the building principal. Such notification shall be in writing advising of the date the employee expects to commence leave and the date the employee expects to resume employment commitment. If differences of opinion exist as to the employee's physical or mental ability to continue or resume the duties of employment, the same shall be resolved by a written statement from the employee's attending physician which same shall be at Employer's expense.
- D. <u>Special Circumstances:</u> Non-accumulative additional sick leave benefits may be extended at the discretion of the Superintendent.
- E. If an employee is absent less than two hours in a day due to illness and the employee secures a certified replacement to cover the assigned duties, the employee will not be required to use sick time and will be paid for a full workday. If an employee is absent less than thirty minutes of student contact time in a day due to illness, the employee will not be required to use sick time and will be paid for a full work day.

If an employee is absent two to four hours in a day due to illness, one-half (1/2) of a sick day will be used.

If an employee is absent more than four hours in a day due to illness, one (1) sick day will be used.

ARTICLE 10: TEMORARY LEAVES OF ABSENCE

10.01 - Personal Leave: At the beginning of each school year, all employees covered by this Agreement shall be credited with two (2) days to be used for personal leave of absence. These may be accumulated to a total of not to exceed four (4) days in aggregate. Such days may be taken in one-half day units. Days granted for personal leaves shall not include the day before or immediately following a holiday or vacation nor the first or last day of school.

An employee planning to use a personal leave day shall notify the Administration at least five (5) school days in advance except in case of emergency.

Administration will notify the employee of the decision within five (5) working days. Any additional personal leave days approved by the Superintendent shall result in the cost of the employee's substitute being deducted from the employee's regular pay.

"All employees new to the district following the 2005-2006 school year who are employed for less than 1.0 full time equivalency shall have their benefits (insurance and leaves other than sick leave) prorated to equal their FTE. No employee shall receive less than fifty (50) percent of their benefits regardless of their FTE."

10.02 - <u>Jury:</u> Employees who are called for jury service or who are subpoenaed in any judicial or administrative proceedings, including matters in arbitration, will be provided the time required for such appearance. Any fees or remuneration the employee receives during such duty, except mileage and meals, shall be remitted to the North Iowa Community School District. An employee called for jury service or subpoenaed to appear before a judicial or administrative tribunal, including arbitration, shall notify the Employer within twenty-four (24) hours after notice of call to jury duty or service of subpoena. On any day when the employee is excused from jury duty or released from subpoena during regular working hours, the employee will report to work as soon as reasonably possible thereafter if school will still be in session.

10.03 - Association: Not more than six (6) days shall be available to representatives of the Association in the aggregate to attend conferences, conventions, or other affiliated organization activities. No more than two (2) Association members shall be absent on the same day for Association leave and no single employee may use more than a total of three (3) Association leave days.

10.04 - <u>Professional Leave</u>: With the approval of the Superintendent, each employee may be allowed professional leave with full pay to attend seminars, workshops or meetings directed toward classroom instructional improvement. An employee may be reimbursed for certain expenses incurred in attending an approved professional meeting (i.e. mileage, lodging, meals, conference fees, etc.)

A written request for professional leave must be submitted at least five (5) days prior to the anticipated absence. A request for reimbursement for anticipated expenses must be made at the time of the request for a leave and if approved, the employee must present receipts of expenditures to the Board Secretary. The Administration will notify those making a professional leave request within three (3) working days with a decision to either grant or deny the request.

10.05 - Bereavement: Up to five (5) days of leave shall be granted at any one time in the event of the death of an employees' spouse, child, son-in-law, daughter-in-law, parent, father-in-law, or mother-in-law of present spouse, brother, sister, brother-in-law, sister-in-law, grandchildren or grandparents. Up to two days of leave shall be granted at any one time in the event of the death of a close personal friend or a relative not in the immediate family. The Superintendent at his discretion, may grant additional time if in the Superintendent's discretion extraordinary circumstances are determined to exist. Any additional bereavement leave days for the above shall result in the cost of the employee's substitute being deducted from the employee's regular pay.

10.06 – <u>Family Illness</u>: Employees shall have three (3) days per year without loss of pay in the event of an illness or injury of the employee's spouse, children, and/or parent. The Superintendent or designee may grant more than three (3) days upon request of the employee.

If an employee is absent less than two hours a day due to family illness and the employee secures a certified replacement to cover the assigned duties, the employee will not be required to use family illness time and will be paid for a full workday. If an employee is absent less than thirty minutes of student contact time in a day due to family illness, the employee will not be required to use family illness time and will be paid for a full work day.

If an employee is absent two to four hours in a day due to family illness, one-half (1/2) of a family illness day will be used.

If an employee is absent more than four hours in a day due to family illness, one (1) family illness day will be used.

10.07 – <u>Emergency Leaves</u>: Emergency leaves of absence with or without pay may be granted in writing by the Superintendent for good reason.

10.08 – Extended Leave: Employees may be granted extended leaves of absence by the Board for good cause shown. The decision as to whether the leave of absence will be granted and as to whether the leave shall be paid or unpaid shall be solely and exclusively within the discretion of the Board.

ARTICLE 11: REDUCTION OR REALIGNMENT OF STAFF PROCEDURE

- 11.01 In the event that layoffs become necessary, staff reduction will be accomplished in the following manner:
 - A. Board will first attempt to accomplish the same by attrition.
 - B. If reduction of staff cannot be accomplished by attrition, those employees with emergency or temporary certification in the category affected shall be first laid off followed by employees classified on probationary status.
 - C. If fully certificated, non-probationary employees, properly endorsed by the State of Iowa are to be laid off, those with the least experience in terms of continuous full-time or part-time teaching service in this District shall be next laid off, provided, however, that if the layoff of such employee will result in discontinuance of an existing program area, such employee shall be retained and the next least so-experienced employee whose layoff would not result in such discontinuance shall be next laid off. Continuous teaching service shall be calculated from the employee's first day of contracted service in this District (as distinguished from the date of individual contract signing). Continuous teaching service shall include continuous and immediately preceding contracted teaching service in a constituent reorganizing district. In the event that continuous full-time or part-time teaching service is equal, the contract renewals will be given those employees deemed by the Superintendent to be most qualified. Extra duties and supplemental pay assignments shall not be criteria in the layoff.
 - D. Employees selected for staff reduction shall be notified in writing no later than April 30 by certified mail or by personal delivery. (or, the date specified by the Code of Iowa for termination).
 - E. Upon request, the NIEA Executive Committee will be provided with a current seniority list that includes each employee's record of continuous service to the respective district(s) and certification, including approvals and endorsements.

F. For the purpose of this Article, "category" means:

In Grades K-6: Classroom Teachers In Grades 7-12: Classroom Teachers

- 11.02 Laid-off employees shall be reinstated in inverse order of lay-off if certificated to fill the vacancies. No new or substitute full-time appointments shall be made while there are employees available who are eligible under the recall provisions of this Article and certificated to fill the vacancy. Involuntary transfers shall not be made which prevent the reinstatement of laid-off employees eligible under the recall provisions of this Article.
- 11.03 Any employee laid off pursuant to the provisions of this Article shall have recall rights as set forth in the above paragraph to any position for which the employee is certificated at the time of rehiring. Such recall rights shall exist for a period of two (2) years from the 30th day of June of the school year when laid off.
- 11.04 Employees reemployed by exercise of recall rights will be reinstated at the same salary, related benefits, and experiences as if their last year of regular employment had been the year immediately prior to the year of reemployment (eg: If at the time of layoff the employee was on Step 10, employee upon reemployment would proceed to Step 11).
- 11.05 Any employee who for reasons of staff reduction/realignment resigns upon request or is laid off for such reasons shall be accorded the recall rights provided by this Article unless specifically waived in writing by the employee. The Board shall annually provide the Association with a current list of those employees who currently retain such rights.
- 11.06 Notice of recall will be given by registered or certified mail to the last address furnished to the Board by the employee. A copy of such notice of recall will be furnished to the Association by personal delivery or ordinary mail. If the employee fails to respond within ten (10) days after mailing of the notice of recall, the employee will be deemed to have refused the position offer.

ARTICLE 12: HOLIDAYS AND VACATIONS

12.01 - Paid Holidays

- A. All members of the bargaining unit shall be entitled to the following five (5) holidays:
 - a. Labor Day
 - b. Thanksgiving Day
 - c. Christmas Day
 - d. New Years' Day
 - e. Memorial Day
- B. No employee shall be required to perform duties on any of the above holidays unless it is written in their individual contract as part of Schedule D duties.
- 12.02 Vacations: The Board shall designate the vacation period when it adopts the school calendar.

ARTICLE 13: SAFETY PROVISIONS

13.01 - <u>Safety Procedures</u>: The Board shall provide and maintain a safe place of employment. All employees shall endeavor, in the course of performing the professional duties associated with their employment, to be alert to unsafe practices, conditions or equipment, and to report same to their immediate supervisor.

ARTICLE 14: HEALTH PROVISIONS

14.01 - Physical Fitness: Each school employee shall file with the Board at the beginning of said employee's service and at three-year intervals thereafter a written medical report of a physical examination by a licensed physician of the employee's choice certifying physical fitness for teaching and freedom from tuberculosis. Such medical report may be limited to a statement by the physician that the employee is physically qualified to perform teaching duties with the District. Such medical reports shall be on file in the office of the Superintendent on or before the first day of classroom activity. The cost of such examination for new and continuing employees will be paid by the employee but reimbursed for the amount unreimbursed by District insurance up to a sum of sixty-five (65) dollars.

ARTICLE 15: EMPLOYEE EVALUATION PROCEDURES

15.01 - Notification: The Board will, within four (4) weeks after the start of the school year, identify to each employee the supervisory individual who will be responsible for that employee's evaluation. The supervisor shall notify the employee of the evaluation procedures and discuss with the employee the criteria that will be used in the evaluation as set forth in the evaluation instrument. The evaluation standards criteria and instrument adopted by the Board will be provided to the teachers in this orientation.

A new employee or an employee reassigned after the beginning of the school term shall be notified, by the appropriate supervisor, of the evaluation procedures in effect. Such notification shall be within two (2) weeks of the employee's first day in his/her new assignment. The evaluation standards criteria and instrument adopted by the Board will be provided to the teachers in this orientation.

A designated building principal or other appropriate supervisor of employees not assigned to a building shall be responsible for the notification and evaluation of all such employees.

No formal evaluation shall take place until such orientation has been completed.

- 15.02 Observations: All observations of an employee shall be conducted with the full knowledge of the employee, and solely for the purpose of evaluation toward the improvement of professional performance as a means of assuring the most competent educational techniques.
 - A. <u>Pre-Evaluation Conference</u>. A pre-evaluation conference must be held between the appropriate supervisor and the employee at least three (3) school days prior to the first observation so that the evaluator may be apprised of the objectives, methods, and materials planned for the classroom performance situation to be evaluated.
 - B. <u>Length.</u> Each formal written **observation report** shall be preceded by at least one (1) observation of at least forty (40) consecutive minutes.
- 15.03 <u>Provisional Teacher Evaluation</u>: Provisional teachers, as set forth in the Code of Iowa shall meet all Iowa Code requirements in their first two years of employment. The District shall adhere to all Iowa Code Timelines, requirements and procedures.

Teachers who are assigned to more than one center will be formally evaluated by only one principal/supervisor.

Each employee shall receive advance notification as to the date and time of the evaluation.

There shall be at least a fifteen (15) day period between each evaluation unless otherwise requested by the employee.

- 15.04 <u>Career Teacher Evaluation</u> The Career Teacher will be evaluated on a three-year cycle. In that cycle there ill be the following:
 - A. Self Assessment
 - **B.** Professional Growth
 - C. Formal Observation
 - **D. Summative Evaluation Narrative**

The Career Teacher Evaluation will be based on the eight (8) Iowa Teaching Standards established in IAC 281.

15.05 – Formal Observation: Each employee will be observed by his/her immediate supervisor at least once during the employee's first semester of employment and once during the employee's second semester of employment or any year of probation. All other employees will be observed by his/her immediate supervisor once every three (3) years.

At the end of a three-year cycle the employee will receive a written summative evaluation/narrative.

<u>Written Evaluation</u>: All evaluations shall be reduced to writing and a copy of the evaluation given to the employee with ten (10) school days of the observation. The employee shall be asked to sign the written evaluation. However, such signature shall only indicate the employee's awareness of the evaluation and shall not be interpreted to mean agreement with the evaluation.

Each employee no longer on probation shall be observed at least once every third year.

15.06 - <u>Evaluation Conference</u>: A copy of each written evaluation shall be given to the employee and a conference shall be held between the employee and the evaluator within ten (10) school days prior to said conference.

The employee shall have at least two (2) days prior notice concerning the date of the conference. The employee shall also receive a copy of the written report at least two (2) days prior to said conference.

A copy signed by both parties shall be given to the employee. The employee's signature shall only indicate the employee's awareness of the valuation and shall not be interpreted to mean agreement with the evaluation. No employee shall be required to sign a blank or incomplete evaluation. Only documents that have been signed and dated by both the employee and the immediate supervisor shall be contained in the employee's evaluation file.

15.07 - <u>Intensive Assistance</u>: An employee identified as not meeting the Iowa Teaching Standards will be placed on Intensive Assistance as provided by Iowa Administrative Code [281], Chapter 85.5(3).

The Plan shall:

- A. Identify the standard(s) documented as deficient;
- B. An action plan to provide Assistance;
- C. Assessment of performance n regard to the standards in question; and
- D. An employment recommendation. The recommendation shall be:
 - 1. Concerns addressed, no longer in need of intensive assistance.
 - 2. Progress noted, needs additional intensive assistance.
 - 3. Concerns not addressed, termination may be recommended.

15.08 – Evaluation File: Each employee has the right to review and copy all evaluation documents contained in his/her file, which shall contain all documents and information that deal with said employee's evaluations. Confidential letters of recommendation may be excluded from the file at the time of employee review. Only information from this file can be used in evaluation of the employee.

Complaints directed toward an employee which are to be placed in his/her evaluation file shall be called to the employee's attention in writing before the complaint is put into the employee evaluation file.

The employee has the right to respond in writing to any and all evaluation comments entered in the file and to have such written response in his/her evaluation file.

- 15.09 <u>Informal Evaluations</u>: Nothing in this Article is to be construed as precluding informal evaluations or observations. If a written notation is made of an informal evaluation to be included in the employee's personnel file or a written complaint is to be in the employee's personnel file, copy of such notation or complaint shall be given to the employee before the notation or complaint is put into the employee's evaluation file. The employee may, within five (5) school days of receipt of the copy, submit a signed, written response which shall be attached to the notation or complaint in question.
- 15.10 Response: If the employee feels his/her evaluation is unfair, unjust or inaccurate, he/she may respond to the evaluation and submit a written response to his/her evaluator. The response shall be attached to any file copy of the employee's evaluation and shall be signed and dated by both parties to indicate awareness of the content.
- 15.11 <u>Right to Grieve</u>: An employee may file a grievance concerning any evaluation within the time permitted by the Grievance Procedure Article of this agreement. The grievance must assert that the evaluation procedures were not followed.
- 15.12 <u>Complaints</u>: The District will take no action on complaints until the employee has received written notification of the complaint. The employee shall be informed of any action that is being considered regarding the complaint and shall have the option of being present at any meeting to discuss such action. The employee has the option to have present at any such meeting a member of the executive council of the Association.

Abuse Complaint: As soon as the Administration is aware of any possible investigation of abuse charges brought by any party against an employee, the Administration shall immediately notify the employee.

ARTICLE 16: TRANSFER PROCEDURE

16.01 - Voluntary

A. <u>Definition</u>: For the purposes of this Article, the movement of an employee to a different class assignment, grade level, curricular or extra-curricular subject area, building, or school district pursuant to request of the employee shall be considered a voluntary transfer.

B. Notification of Vacancies

- a. <u>Date</u>: The Superintendent shall deliver to the Association president a list of the vacancies which occur during the school year upon knowledge of actual vacancies.
- b. <u>Filling Requests</u>: Employees who desire a transfer as herein-above defined may file a written statement of such desire with the Superintendent. Such statement shall identify the positions to which the employee desires to be transferred in order of preference. Such requests for transfers for the following year shall be submitted not later than thirty (30) days after date of contract issuance for the succeeding school year or December 1st for the second semester. Such requests when properly on file shall be given consideration in the event a vacancy occurs and is to be filled.
- c. Employees who desire to be notified of the existence of a vacancy which may occur at a time other than during the school year may indicate such wish upon the written statement of desire referred to in subparagraph b. herein-above and in the event of the occurrence of a vacancy which is to be filled in the positions identified in said written statement the employee will be notified of the occurrence of such vacancy by ordinary mail addressed to such address as employee may furnish in his/her written statement of desire. Said notification shall be mailed at the same time that requests for applications are invited.

C. In the determination of request for voluntary reassignment or transfer, the wishes of the individual employee will be honored to the extent that the transfer does not conflict with the instructional requirements of the school system. If more than one (1) qualified employee has applied for the same position, the determination as to which employee may receive it will be made on the basis of qualification which will include but not be limited to academic preparation, certification, and seniority. The decision or determination shall, however, be in the sole and exclusive discretion of the Superintendent.

16.02 - Involuntary

- A. <u>Definition</u>: For the purpose of this Article, the movement of an employee to a different class assignment, grade level, curricular or extracurricular subject area, building or school district by the Superintendent or his designee without voluntary application having been first submitted by the employee shall be considered an involuntary transfer.
- B. <u>Voluntary Requests:</u> Prior to filling a position by means of involuntary transfer, the Superintendent shall ascertain whether any requests for voluntary transfer to such position are on file as provided under Section 16.01 above. If any such voluntary requests are on file, the Superintendent shall determine the qualifications of the voluntary applicants for the position and if he determines any applicant qualified, the vacancy shall be filled from the source rather than by involuntary transfer. If the Superintendent determines to the contrary, the position shall be filled by the Superintendent through involuntary transfer. Such determination by the Superintendent shall be in his sole and exclusive discretion.
- B. <u>Notification</u>: Notice of an involuntary transfer shall be given in writing to the affected employee within fifteen (15) school days following the Superintendent's determination.
- 16.03 <u>Advisory:</u> In cases where a request for voluntary transfer is denied or an involuntary transfer is determined to be necessary, the Superintendent will, upon written request by the employee affected, set forth the reason for his decision in writing.

ARTICLE 17: IN-SERVICE TRAINING

17.01 - A Design Team committee with employee representation shall be established for the purpose of making recommendations to the Board of the structure and content of the District's in-service training program. The committee shall consist of faculty members, one of whom will be appointed by the Association, and administrators who will be appointed by the Board. The membership of the committee should be voluntary and should reflect a representative cross section of grade level and building components. The committee shall make recommendations to the Board concerning the planning and evaluation of content and format of employee orientation or in-service training programs conducted during the course of the in-service year. The Board shall consider such recommendations as submitted, however, final decisions shall remain in the Board's discretion.

ARTICLE 18: COMPLIANCE AND DURATION

- 18.01 <u>Separability</u>: If any article, section, paragraph, clause or sentence of this Agreement should be declared invalid by the court of competent jurisdiction, then that portion shall be deleted from this Agreement to the extent that it is invalid. Such adjudication shall not void the remaining articles, sections, paragraphs, clauses or sentences, and they shall remain in full force and effect for the duration of this Agreement.
- 18.02 <u>Printing Agreement</u>: The expense of printing this Agreement shall be shared equally by the Board and Association. Copies thereof shall be available upon request from the Board's secretary.
- 18.03 Notice: Whenever any Notice is required to be given by either of the parties to this Agreement to the other, such notice shall be given by registered or by certified mail addressed to the following designated addresses or at such other addresses as may be designated by either party in written notification to the other party.
 - A. If by the Association to:

President of Board of Education North Iowa Community School Buffalo Center, IA 50424

B. If by the Board to:

President of North Iowa Education Association North Iowa Community School Buffalo Center, IA 50424

18.04 - <u>Duration Period</u>: This Agreement shall be effective as of July 1, 2006 and shall continue in effect until June 30, 2007.

by their respective presidents, atteste	the parties hereby have caused this Agreement to be signed by their respective chief negotiators, and their signatures day of, 2007
NORTH IOWA EDUCATION ASSOCIATION	NORTH IOWA COMMUNITY SCHOOL DISTRICT BOARD OF EDUCATION
By:(President)	By:(President)
By:(Chief Negotiator)	By:(Chief Negotiator)

---It is the policy of the North Iowa Community Schools not to discriminate on the basis of gender, race, not origin, creed, age, martial status or physical disability in its educational programs, activities, or employment policies as required by Title VI of the 1964 Civil Rights Act, Title IX of the Educational Amendment, and the Federal Rehabilitation Act of 1973.

SCHEDULE A

GRIEVANCE REPORT

		#
	School District Building	Date filed
	Name of Person Making Claim	
A.	SECOND STEP Date Violation Occurred:	
В.		
C.	Statement of Grievance:	
-		
_		·
D.	Relief Sought:	
-		
-		
	Signature	Date
E.	Disposition by Principal or Immediate Supervisor:	
-		
_	Signature of Principal or Immediate Supervisor	Date

THIRD STEP

Signature of Aggrieved Person		Date Received by Superintendent	
C. Disposition by Superintend	ent:		
	<u> </u>		
	Signature of Superinte	ndent	Date
	FOURTH S'	ΓΕΡ	
Signature of Aggrieved Per	son	Signatur	e of Association President
Date Submitted to Arbitrati			
Date Submitted to Arbitrati	on	Date Red	ceived by Arbitrator
. Disposition and Award of A	Arbitrator		
	Signature of Arbitrato	r	Date

SCHEDULE B

Dues Deduction Authorization Form

For employer Use Only (Do not fill out)		Authorization for Payroll Deduction for Education Association Dues:		
Employee No.		First Name	Initial	Last Name
Date Started Amount CHANGES		I hereby request and authorize the Board of Education of the North Iowa Community School as my remitting agent, to deduct from my earnings each month until this authorization is changed or revoked as provided herein, a sufficient amount to provide for the monthly payment of the prevailing rate of dues which amount is to be remitted each		
Date	Amount		my behalf to the Ti	
Date	Amount	_		
Date	Amount			
Date	Amount			
	s authorization shall begin ss revoked in writing by a			
	Sign	ature	·	
Date			Employee	
	Soci	al Security No.		

_	Α	В	С	D	E	F F	G	Н	1
1	Salary Schedule and infor							''	
<u>+</u>	2006-2007 School Year	mador for the re-	Juli Iowa Loucali	JII ASSOCIATION					
$\frac{2}{3}$	2000-2007 Octioor Tour	 		· · · · · · · · · · · · · · · · · · ·					
4	Base for	Lane 1		27000		 	 		
5	Horizontal	Increment	Lanes 1 - 4		Horizontal	Increment	Lanes 5 - 7	1100	
<u> </u>	Vertical	Increment	Steps 0 - 12		Vertical	Increment	Steps 13 on	355.0	
<u>6</u> 7	Vertical	increment .	Steps 0 - 12		vertical	morement	Ctops to on		
8	STEP	Lane 1	Lane 2	Lane 3	Lane 4	Lane 5	Lane 6	Lane 7	<u></u>
9	OTE	BA	BA + 12	BA + 24	BA + 36	MA	MA + 12	MA + 24	
10	0	\$27,000	\$27,830	\$28,660	\$29,490	\$30,590	\$31,690	\$32,790	
11	1	\$27,630	\$28,460	\$29,290	\$30,120	\$31,220	\$32,320	\$33,420	
12	2	\$28,260	\$29,090	\$29,920	\$30,750	\$31,850	\$32,950	\$34,050	
13	3	\$28,890	\$29,720	\$30,550	\$31,380	\$32,480	\$33,580	\$34,680	47
14	4	\$29,520	\$30,350	\$31,180	\$32,010	\$33,110	\$34,210	\$35,310	
15	5	\$30,150	\$30,980	\$31,810	\$32,640	\$33,740	\$34,840	\$35,940	
	6	\$30,780	\$31,610	\$32,440	\$33,270	\$34,370	\$35,470	\$36,570	
16 17	7	\$30,780	\$31,610	\$32,440	\$33,270	\$35,000	\$35,470	\$37,200	
	8	\$31,410	\$32,240	\$33,070	\$33,900	\$35,630	\$36,730	\$37,830	
18 19	9	\$32,040	\$32,870	\$33,700	\$34,530	\$35,630	\$30,730	\$37,630	
_	10	\$32,870	\$33,500	\$34,330	\$35,790	\$36,280	\$37,300	\$39,090	
20	11	\$33,930	\$34,760	\$34,900	\$35,790	\$30,690	\$37,990	\$39,720	
21	12				\$30,420	 	\$39,250	\$40,350	
22	13	\$34,560	\$35,390	\$36,220	ļ <u> </u>	\$38,150	\$39,230	\$40,705	
23	14	\$34,915	\$35,745	\$36,575	\$37,405	\$38,505		\$41,060	
24	15	\$35,270	\$36,100	\$36,930	\$37,760	\$38,860	\$39,960	\$41,415	<u></u>
25	16	\$35,625	\$36,455	\$37,285	\$38,115	\$39,215	\$40,315	\$41,770	
26		\$35,980	\$36,810	\$37,640	\$38,470	\$39,570	\$40,670		
27	17	\$36,335	\$37,165	\$37,995	\$38,825 \$39,180	\$39,925 \$40,280	\$41,025	\$42,125 \$42,480	
28	18 .	\$36,690	\$37,520	·\$38,350	L		\$41,380	\$42,835	
29	19	\$37,045	\$37,875	\$38,705 \$30,060	\$39,535	\$40,635	\$41,735	\$42,835	
30	20	\$37,400	\$38,230	\$39,060 \$39,415	\$39,890	\$40,990	\$42,090		
31		\$37,755	\$38,585	\$39,415	\$40,245	\$41,345	\$42,445	\$43,545 \$43,900	
32	22	\$38,110	\$38,940	\$39,770	\$40,600	\$41,700	\$42,800		
33	23	\$38,465	\$39,295	\$40,125	\$40,955	\$42,055	\$43,155	\$44,255 \$44,610	
34	25	\$38,820	\$39,650	\$40,480	\$41,310	\$42,410	\$43,510		
35		\$39,175		\$40,835 \$44,400	\$41,665			\$44,965 \$45,320	
36	26	\$39,530	\$40,360	\$41,190	 	\$43,120	\$44,220 \$44,575	\$45,320	
37	27	\$39,885	\$40,715	\$41,545	\$42,375	\$43,475		\$45,675	·
38	28	\$40,240	\$41,070	\$41,900	\$42,730	\$43,830		\$46,030	
39	29	\$40,595	\$41,425	\$42,255	\$43,085	\$44,185	\$45,285	\$46,385	
40	30	\$40,950	\$41,780	\$42,610	 	\$44,540	 	\$46,740	
41	31	\$41,305	\$42,135	\$42,965	\$43,795	\$44,895		\$47,095	
42	32	\$41,660	\$42,490	\$43,320	\$44,150	\$45,250		\$47,450	
43		\$42,015	 	\$43,675	\$44,505			\$47,805	
44	- 34	\$42,370	· · · · · · · · · · · · · · · · · · ·	\$44,030	\$44,860	\$45,960		\$48,160	· · · · · · · · · · · · · · · · · · ·
45	35	\$42,725	\$43,555	\$44,385	\$45,215	\$46,315	\$47,415	\$48,515	

Schedule D North Iowa Community School District Supplemental Pay Schedule 2006-2007

<u>Position</u>		%of Base	<u>Position</u>	%of Base	
Activity Director		14.80%	MS Wrestling	5.60%	
Football	Head	13.20%	MS 7th Volleyball	5.60%	
Volleyball	Head	13.20%	MS 8th Volleyball	5.60%	
Basketball	Girls Head	13.20%	MS 7th Softball	5.60%	
Basketball	Boys Head	13.20%	MS 8th Softball	5.60%	
Wrestling	Head	13.20%	MS. Yearbook	5.60%	
Baseball	Head	13.20%	Weight Room Supervisor	5.40%	
Softball	Head	13.20%	Quiz Bowl/Citizen Bee	4.60%	
Football	Var. Asst.	10.80%	Summer Instrumental Music	4.60%	
Volleyball	Var. Asst.	10.80%	MS Vocal Music	3.60%	
Basketball	Girls Asst.	10.80%	MS Instrumental Music	3.60%	
Basketball	Boys Asst.	10.80%	MS Student Council	3.60%	
Baseball	Assistant	10.80%	Technical Director	3.60%	
Softball	Assistant	10.80%	National Honor Society	3.60%	
Cross Country	Head	10.80%	•		
Track	Girls Head	10.80%	Base for 2006-2007 = \$27,000.00		
Track	Boys Head	10.80%	,		
Golf Head	Combined	10.80%			
Speech		9.80%			
Annual		9.80%			
Vocal Music		9.80%	Supplemental pay for other extra duty:		
Instrumental Music		9.80%	Employees will be compensated for all extra		
Computer Coordinator		9.80%	duty assignments as listed for varsity a		
Technology Coording	nator	7.80%	and the second s		
Football	Soph. Asst.	6.80%	Category I: \$15.00 per session		
Track	Girls Asst.	6.80%	Official Announcer/Clock & Scoreboard	Operator,	
Track	Boys Asst.	6.80%	Conference Track meets, Scorebook Ke	· ·	
FFA		6.80%	(Home and Away), Crowd Control, Danc		
Cheerleading		6.80%	Ticket Selling & Taking, Parties, Concerts,		
Assistant Speech C	oach	5.60%	Programs.		
H.S. Fall Play		5.60%			
H.S. Musical		5.60%			
FCCLA		5.60%	Category II: \$10.00 session		
MS 7th Boys Baske	tball	5.60%	Middle School/Elementary events in Category I.		
MS 8th Boys Basketball		5.60%			
MS 7th Girls Basketball		5.60%			
MS 8th Girls Basketball		5.60%	Category III: \$5.00 plus 10 cents per mile for pep		
•		5.60%	bus chaperone.		
MS 8th Boys Track 5.60%					
MS 7th Girls Track 5.60%		Category IV: The board will pay an employee(s)			
MS 8th Girls Track 5.60%		5.60%	5% of an awarded grants face value to success-		
MS 7th Football		5.60%	full grant writers.		
MS 8th Football		5.60%			
MS Assistant Footb	all	5.60%	updated 4/20/06		

SIDE LETTER OF AGREEMENT A

The North Iowa Community School District and the North Iowa Education Association agree that the current practice of allowing employees to leave their buildings during their unassigned time (i.e. before and after school, preparation time, etc.) will continue for the 2006-2007 school year provided the employee signs out in the designated office prior to leaving the building and signs back in upon returning to the building.

For the Association

5/10/06

For the District

5-9-06

Date

SIDE LETTER OF AGREEMENT B 2006-2007

Teacher Compensation Allocation:

For the 2006-2007 school year the following agreement is in place regarding the distribution of the Student Achievement and Teacher Quality Program (SF476).

- 1) The distribution will be separate from and in addition to the bargained salaries for 2006-2007.
- 2) Minimum salaries will be paid according to the salary provision of the law.
- 3) All remaining funds from the District's appropriation will be distributed to all other teachers using a prorated formula consistent with the existing salary schedule. Any teacher from the above mentioned number 2 stipulation who would receive less than this full or prorated amount shall be included such that their pay is made equal or proportional with all these remaining teachers. These teachers shall be included in the computation to obtain this amount.
- 4) Calculation of this supplemental will be made as soon as the District receives verification of the final dollar amount awarded to the District. Funds will be distributed in two equal payments and will be paid at the regular pay period following the end of each semester.

For the Association

For the District

Single 0.20Date

For the District

For the District

Single 0.20Date

SIDE LETTER D Teacher Evaluation Tool Review Committee

By June 30, 2006, the Superintendent of Schools shall convene the original teacher evaluation tool development committee to review the newly implemented teacher evaluation tool. The committee will consist of the original members if possible and replacements for members who are no longer with the district. The purpose of the meeting will be discuss: 1) what is working? 2) where have we witnessed areas that could use more work? 3) does the language describe what we want to accomplish?

Association Representative:_	Ingle O.D.R	Date: 5/10/66
District Representative:	Leven Olsen	Date: 5-9-06

SIDE LETTER E

Early Retirement Board Policy For 2006-2007 and 2007-2008

The North Iowa Community School District Board of Education agrees to approve at their June, 2006, regular board meeting the reinstatement of the Early Retirement Policy 407.6 for the 2006-2007 and the 2007-2008 school years.

Association Representative:_

District Representative:

Date: 5//o/06

Date: 5-9-06